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3  
4 BILL NO. S-77-10-01

5 SPECIAL ORDINACNE NO. S- 219-77

6 AN ORDINANCE approving a contract with  
7 Business Equipment Company, for Multi-  
8 Purpose Stacking chairs and their instal-  
9 lation in the New Senior Citizen Center.

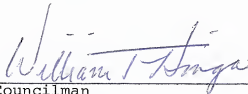
10 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF  
11 FORT WAYNE, INDIANA:

12 SECTION 1. That the contract dated September 21, 1977,  
13 between the City of Fort Wayne, by and through its Mayor and the  
14 Board of Public Works and Business Equipment Company, for:

15 The Furnishing and installation of the  
16 Multi- Purpose Stacking Chairs for the  
New Senior Citizen Center, located at  
300 Block, West Main Street, Fort Wayne,  
Indiana.

17 for a total cost of \$12,209.16, all as more particularly set forth  
18 in said ocntract which is on file in the Office of the Board of  
19 Public Works and is by reference incorporated herein, made a part  
20 hereof and is hereby in all things ratified, confirmed and approv-  
21 ed.

22 SECTION 2. This Ordinance shall be in full force and  
23 effect from and after its passage and approval by the Mayor.

24  
25   
26 William T. Hinga  
27 Councilman

28  
29  
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31  
32 APPROVED AS TO FORM  
33 AND LEGALITY,  
34   
35

Read the first time in full and on motion by Steve Hinga, seconded by Hunter, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., E.S.T.

DATE: 10-11-77

Charles W. Wintersman  
CITY CLERK

Read the third time in full and on motion by Hinga, seconded by Stier, and duly adopted, placed on its passage.

PASSED (~~LOST~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	<u>0</u>	_____	_____	_____
<u>BURNS</u>	<u>X</u>	_____	_____	_____	_____
<u>HINGA</u>	<u>X</u>	_____	_____	_____	_____
<u>HUNTER</u>	<u>X</u>	_____	_____	_____	_____
<u>MOSES</u>	<u>X</u>	_____	_____	_____	_____
<u>NUCKOLS</u>	<u>X</u>	_____	_____	_____	_____
<u>SCHMIDT, D.</u>	<u>X</u>	_____	_____	_____	_____
<u>SCHMIDT, V.</u>	<u>X</u>	_____	_____	_____	_____
<u>STIER</u>	<u>X</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>X</u>	_____	_____	_____	_____

DATE: 10-25-77

Charles W. Wintersman  
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE (RESOLUTION) No. S-219-77, on the 25th day of October, 1977.

ATTEST: (SEAL)

Charles W. Wintersman  
CITY CLERK

John Guckols  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 26th day of October, 1977, at the hour of 11:30 o'clock A. M., E.S.T.

Charles W. Wintersman  
CITY CLERK

Approved and signed by me this 26th day of October, 1977, at the hour of 4:00 o'clock \_\_\_\_\_ P. M., E.S.T.

Robert E. Armstrong  
MAYOR

Bill No. S-77-10-01

REPORT OF THE COMMITTEE ON FINANCE

We, your Committee on Finance to whom was referred an Ordinance  
approving a contract with Business Equipment Company, for Multi-Purpose  
Stacking chairs and their installation in the New Senior Citizen-Center

have had said Ordinance under consideration and beg leave to report back to the Common  
Council that said Ordinance Do PASS.

- WILLIAM T. HINGA - CHAIRMAN
- JAMES S. STIER - VICE CHAIRMAN
- VIVIAN G. SCHMIDT
- PAUL W. BURNS
- FREDRICK HUNTER

*William T. Hinga*  
*James S. Stier*  
*Vivian G. Schmidt*  
*Paul W. Burns*  
*Fredrick Hunter*

10-25-77  
DATE \_\_\_\_\_ CONCURRED IN  
CHARLES W. WESTERMAN, CITY CLERK

10/14/17  
65-64-13 9/21/17

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A101

**Standard Form of Agreement Between  
Owner and Contractor**

where the basis of payment is a

**STIPULATED SUM**

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH  
AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION

Use only with the latest Edition of AIA Document A201, General Conditions of the Contract for Construction.

This document has been approved and endorsed by The Associated General Contractors of America.

**AGREEMENT**

made this 21 day of September in the year of Nineteen  
Hundred and seventy-seven

**BETWEEN** the Owner: City of Fort Wayne, Indiana, represented by the  
Fort Wayne Board of Public Works  
One Main Street  
Fort Wayne, Indiana

and the Contractor: Business Equipment Company  
620 South Calhoun  
Fort Wayne, Indiana

the Project: Multi-Purpose Stacking chairs and their installation in  
the New Senior Citizen Center, 300 block, West Main Street,  
Fort Wayne, Indiana

the Architect: Grinsfelder-McArdle Associates, Inc.  
903 W. Berry Street  
Fort Wayne, Indiana 46804

The Owner and the Contractor agree as set forth below:

APPROVED AS TO FORM AND LEGALITY

*[Signature]*  
CITY ATTORNEY

## ARTICLE 1

### THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda issued prior to execution of this Agreement and all Modifications issued subsequent thereto. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents appears in Article 7.

## ARTICLE 2

### THE WORK

The Contractor shall perform all the Work required by the Contract Documents for  
*(Here insert the caption descriptive of the Work as used on other Contract Documents.)*

#### The Furnishing and Installation of

The Multi-Purpose Stacking Chairs for the New Senior  
Citizen Center, located at 300 Block, West Main Street,  
Fort Wayne, Indiana

## ARTICLE 3

### TIME OF COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall be commenced immediately  
and completed in approximately four to five weeks.

*(Here insert any special provisions for liquidated damages relating to failure to complete on time.)*

**CONTRACT SUM**

(State here the lump sum amount, unit prices, or both, as desired.)

Principal Bid - \$12,209.16

### PROGRESS PAYMENTS

On or about the last \_\_\_\_\_ day of each month, ninety (90%) \_\_\_\_\_ per cent of the proportion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the Work and ninety (90%) \_\_\_\_\_ per cent of the portion of the Contract Sum properly allocable to materials and equipment suitably stored ~~at the site~~ up to \_\_\_\_\_ last day of the previous \_\_\_\_\_ month prior to the date on which the Application for Payment is submitted, less the aggregate of previous payments in each case; and upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to ninety (90%) \_\_\_\_\_ per cent of the Contract Sum, less such retainages as the Architect shall determine for all incomplete Work and unsettled claims.

(If not covered elsewhere in the Contract Documents, here insert any provision for limiting or reducing the amount retained after the Work reaches a certain stage of completion.)

Applications for Payment shall be prepared on the A.I.A. Document G-702 (Application and Certificate for Payment) Also submit, with application, a business invoice and standard waiver of lien.

AIA DOCUMENT A101 • OWNER-CONTRACTOR AGREEMENT • JANUARY 1974 EDITION • AIA® • ©1974  
THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, D.C. 20006

## ARTICLE 6

### FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor thirty (30) days after Substantial Completion of the Work unless otherwise stipulated in the Certificate of Substantial Completion, provided the Work has then been completed, the Contract fully performed, and a final Certificate for Payment has been issued by the Architect. All work must be approved and accepted by the Board of Public Works and recommendation of the Architect before final payment is made.

## ARTICLE 7

### MISCELLANEOUS PROVISIONS

7.1 Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

7.2 The Contract Documents, which constitute the entire agreement between the Owner and the Contractor, are listed in Article 1 and, except for Modifications issued after execution of this Agreement, are enumerated as follows:

*(List below the Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda and accepted Alternates, showing page or sheet numbers in all cases and dates where applicable.)*

1. Specifications titled "Specifications for the Multi-Purpose Stacking Chair in the new Senior Citizen's Center" dated August 10, 1977, shall include Title Sheet, Index, General Conditions of the Construction Contract, Supplementary General Conditions of the Construction Contract, Technical Specifications, Divisions 1 and 2, and enclosed drawing.
2. Addendum #1 dated August 25, 1977.
3. Notice to Bidders - Pages 1 and 2
4. Instructions to Bidders - Pages 1 and 2
5. Architect's Bid Form - Pages 1 and 2
6. Certificates of Non-Segregated Facilities, City of Fort Wayne, pages 1 through 2
7. Federal Affirmative Action Bid Conditions, pages 1 through 11.
8. Housing and Urban Development Documents - HUD 3200 "Federal Labor Standards Provisions" Pages 1 through 10
9. Non-Collusion Affidavit DP Page 1
10. Bid Bond
11. Performance Bond

(See Attachment)

*NPW*

This Agreement executed the day and year first written above.

CITY OF FORT WAYNE, INDIANA  
OWNER REPRESENTED BY THE BOARD OF PUBLIC WORKS

CONTRACTOR BUSINESS EQUIPMENT COMPANY

*Henry P. Wehrenberg*  
*Max G. Scott*

*Arthur J. Ched Jr. Pres.*

12. Insurance Vouchers

13. The Contractor shall not assign any interest in this contract and not transfer any interest in the same (whether by assignment or novation) without prior written approval of Owner. Provided, however, that claims for money due or to become due to the Contractor from the Owner under this contract may be assigned to a bank, trust company, or other financial institution or to a trustee in bankruptcy, without such approval. Notice of such assignment or transfer shall be promptly furnished to the Owner, and the Owner shall not be responsible for the payment of any sum to any assignee or the contractor until such time as it has received written notice of the notice or transfer.

It is understood and agreed by and between the Contractor and Owner that all sums payable under this agreement are only to be paid from funds provided for this project, and the contract is not a general obligation of the City of Fort Wayne or its Board of Public Works.

If in the performance of this contract, there is any underpayment or non-payment for labor, services, materials and supplies, by Contractor, or any Subcontractor thereunder, the Owner shall withhold from the Contractor out of payments due it an amount sufficient to pay said underpaid or non-paid amounts. The amounts withheld shall be disbursed by the Owner for and on account of the Contractor or Subcontractor to the respective firms or persons to whom they are due and the Owner shall be given credit for such payments against payments due the Contractor or Subcontractor under this agreement. The Owner may also withhold all payments of amounts in dispute as to underpayment or non-payment until such notice of underpayment or non-payment from a supplier or laborer is released or withdrawn by such person or firm.

14. Equal Opportunity Clause

During the performance of this contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.



- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment, without regard to race, color, religion, sex or national origin.
- c. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as the administering agency may direct as means of enforcing such provisions, including sanctions for noncompliance: PROVIDED, HOWEVER, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

15. Builder's Waiver of Right to Mechanic's Liens

The Builder for themselves and for all other persons or corporations who may perform labor or furnish materials, supplies, tools or equipment for the construction of the improvements described herein, or for work for the construction of the improvements described herein, or for work incidental to such construction, hereby waives and relinquishes all right to claim or file notice of a mechanic's lien upon said real estate or any part thereof or upon any buildings or improvements thereon. The Builder, for himself, and for all sub-contractors, journeymen, material-men, mechanics and laborers, and all other persons, firms and corporations, performing labor and furnishing materials or machinery for the construction of said building and appurtenances, does hereby agree that no lien or notice of lien shall in any event or circumstance whatever, attach to, or be claimed or filed against said building and appurtenances, or any part thereof, or against the real estate on which the same is located, or any part thereof; and in the event Builder shall fail to obtain the release of any liens filed, Builder shall indemnify, save and hold harmless Owners from any expenses incurred in obtaining the release of any such lien, including attorney fees.

# CERTIFICATE OF INSURANCE

This is to certify that the following policies, subject to their terms, conditions and exclusions have been issued by this Company.

The Company will mail to the party to whom this Certificate is issued a record of any material change in or cancellation of said policy or policies but takes no responsibility for failure to do so.

NAME AND ADDRESS OF PARTY TO WHOM CERTIFICATE IS ISSUED:

Board of Works  
City of Fort Wayne  
City-County Bldg.  
Ft. Wayne, IN 46802

**THIS CERTIFICATE OF INSURANCE  
NEITHER AFFIRMATIVELY NOR  
NEGATIVELY AMENDS, EXTENDS OR  
ALTERS THE COVERAGE AFFORDED  
BY ANY POLICY DESCRIBED HEREIN**

NAME AND ADDRESS OF INSURED  
Business Equipment Co., Inc.  
620 S. Calhoun St.  
Fort Wayne, Indiana 46802

KIND OF POLICY	POLICY NUMBER	EXPIRATION DATE	LIMITS OF LIABILITY	
			Bodily Injury	Property Damage
A—Workmen's Compensation	WC2216926	1-1-78	Provided by Workmen's Compensation Law State of <u>Indiana</u>	Nil
B—Manufacturers or Contractors Liability			Each occurrence \$..... Aggregate \$.....	Each occurrence \$..... Aggregate \$.....
C—Owners or Contractors Protective Liability			Each occurrence \$..... Aggregate \$.....	Each occurrence \$..... Aggregate \$.....
D—Owners, Landlords and Tenants Liability			Each occurrence \$..... Aggregate \$.....	Each occurrence \$..... Aggregate \$.....
E—Comprehensive Automobile Liability	668199	1-1-80	Each person \$100,000..... Each occurrence \$300,000.....	Each occurrence \$50,000..... Aggregate \$50,000.....
F—Comprehensive General Liability	668199	1-1-80	Each occurrence \$300,000..... Aggregate \$300,000.....	Each occurrence \$50,000..... Aggregate \$50,000.....
			Products Completed Operations <input type="checkbox"/> Included <input type="checkbox"/> Excluded	
G—Umbrella Liability	CCC2830268	1-1-80	Personal Injury, Property Damage and Advertising Liability Each occurrence \$1,000,000..... Aggregate \$1,000,000.....	Retained Limit \$10,000..... Excess of Primary Policies shown in Schedule A or Retained Limit

H—

Location of Risk and Description of Operations:

All Operations of Insured

Description of Specific Contract(s) for which Certificate is issued (Indicate Types of Agreements, Party or Parties, and Dates):

This Certificate is not a Binder or Policy of Insurance. The agreements of this Company are expressed only in the actual policy contract(s).



THE *Cincinnati Insurance Company*  
CINCINNATI, OHIO

Dated September 9, 1977

By

*Stephen E. Stewart*  
Authorized Representative

# CONTRACTOR'S COMBINATION BID BOND & BOND FOR CONSTRUCTION

KNOW ALL MEN BY THESE PRESENTS, That Business Equipment Company, Inc.  
of Fort Wayne, Indiana as principal and  
The American Insurance Company

as surety, are firmly bound unto City of Fort Wayne, c/o Board of Public Works  
in the penal sum of (\$12,209.16)  
Twelve Thousand, Two Hundred Nine & 16/100 Dollars,  
for the payment of which, well and truly to be made, we bind ourselves, jointly and severally, and our  
joint and several heirs, executors, administrators and assigns, firmly by these presents, this 31st  
day of August 1977.

THE CONDITIONS OF THE ABOVE OBLIGATION ARE SUCH, That, Whereas  
City of Fort Wayne, c/o Board of Public Works  
is about to enter into a certain written contract with the principal as names herein for the erection, con-  
struction and completion of Multipurpose Stacking Chairs & Accessories  
situated in Fort Wayne, Indiana,  
in accordance with the plans and specifications approved and adopted by said  
City of Fort Wayne c/o Board of Public Works which are made a part of this bond.

AND, WHEREAS, the above named and bounden Business Equipment Company, Inc.  
has filed a bid for said work with  
said City of Fort Wayne, c/o Board of Public Works  
NOW, THEREFORE, if the said City of Fort Wayne, c/o Board of Public Works  
shall award said Business Equipment Company, Inc.  
the contract for said work and said Business Equipment Company, Inc.  
shall promptly enter into a contract with said City of Fort Wayne, c/o Board of Public Works  
for the said work and shall well and faithfully do and perform the same in all respects according to the  
plans and specifications adopted by the said City of Fort Wayne c/o Board of Public Works  
and according to the time, terms and  
conditions specified in said contract to be entered into, and in accordance with all requirements of law, and  
shall promptly pay all debts incurred by him or any subcontractor in the prosecution of said work, includ-  
ing labor, service, and materials furnished, then this obligation shall be void; otherwise to remain in  
full force, virtue and effect.

IN WITNESS WHEREOF, we hereunto set our hands and seals this 31st  
day of August 1977.

Business Equipment Company, Inc. (Seal)

By: [Signature] (Seal)  
The American Insurance Company

By: [Signature] Attorney-in-fact

Approved this 21 day of September 1977

Attest:

Nursula Miller

May G. Scott

Official or Board.

GENERAL  
POWER OF  
ATTORNEY

## THE AMERICAN INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That THE AMERICAN INSURANCE COMPANY, a Corporation duly organized and existing under the laws of the State of New Jersey, and having its Home Office in the City and County of San Francisco, California, has made, constituted and appointed, and does by these presents make, constitute and appoint

Adolph Nix of Fort Wayne, Indiana, EACH.

its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, seal, acknowledge and deliver any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, each not to exceed \$500,000. in amount.

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises.

This power of attorney is granted pursuant to Article VIII, Section 30 and 31 of By-laws of THE AMERICAN INSURANCE COMPANY adopted on the 7th day of May, 1963, and now in full force and effect.

"Article VIII, Appointment and Authority of Resident Assistant Secretaries, and Attorneys-in-Fact and Agents to accept Legal Process and Make Appearances.

Section 30, Appointment. The Chairman of the Board of Directors, the President, any Vice-President or any other person authorized by the Board of Directors, the Chairman of the Board of Directors, the President or any Vice-President, may, from time to time, appoint Resident Assistant Secretaries and Attorneys-in-Fact to represent and act for and on behalf of the Corporation and Agents to accept legal process and make appearances for and on behalf of the Corporation.

Section 31, Authority. The Authority of such Resident Assistant Secretaries, Attorneys-in-Fact, and Agents shall be as prescribed in the instrument evidencing their appointment, and any such appointment and all authority granted thereby may be revoked at any time by the Board of Directors or by any person empowered to make such appointment."

This power of attorney is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of THE AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 28th day of September, 1966, and that said Resolution has not been amended or repealed:

"RESOLVED, that the signature of any Vice-President, Assistant Secretary, and Resident Assistant Secretary of this Corporation, and the seal of this Corporation may be affixed or printed on any power of attorney, on any revocation of any power of attorney, or on any certificate relating thereto, by facsimile, and any power of attorney, any revocation of any power of attorney, or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Corporation."

IN WITNESS WHEREOF, THE AMERICAN INSURANCE COMPANY has caused these presents to be signed by its Vice-President, and its corporate seal to be hereunto affixed this 14th day of January, 1971



THE AMERICAN INSURANCE COMPANY

By

S. D. MENIST, Vice-President

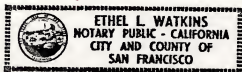
STATE OF CALIFORNIA,

CITY AND COUNTY OF SAN FRANCISCO

} ss.

On this 14th day of January, 1971, before me personally came S. D. MENIST, to me known, who, being by me duly sworn, did depose and say: that he is Vice-President of THE AMERICAN INSURANCE COMPANY, the Corporation described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year herein first above written.



Ethel L. Watkins

ETHEL L. WATKINS, Notary Public  
My commission expires March 2, 1971.

### CERTIFICATE

STATE OF CALIFORNIA,

CITY AND COUNTY OF SAN FRANCISCO

} ss.

I, the undersigned, Assistant Secretary of THE AMERICAN INSURANCE COMPANY, a NEW JERSEY Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force and has not been revoked; and furthermore that Article VIII, Sections 30 and 31 of the By-laws of the Corporation, and the Resolution of the Board of Directors, set forth in the Power of Attorney, are now in force.

Signed and sealed at the City and County of San Francisco. Dated the 31 day of Aug, 1977



Winifred H. Browne

WINIFRED H. BROWNE, Assistant Secretary

TITLE OF ORDINANCE SPECIAL ORDINANCE - AGREEMENT WITH BUSINESS EQUIPMENT COMPANY - MULTI-PURP  
STACKING CHAIRS  
DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS *2-77-10-01*  
SYNOPSIS OF ORDINANCE AGREEMENT WITH BUSINESS EQUIPMENT COMPANY FOR MULTI-PURPOSE STACKING CHAIRS  
AND THEIR INSTALLATION AT THE NEW SENIOR CITIZEN CENTER IN THE AMOUNT OF \$12,209.16

(CONTRACT ATTACHED)

EFFECT OF PASSAGE ACQUISITION OF MULTI-PURPOSE STACKING CHAIRS FOR NEW SENIOR CITIZEN CENTER

EFFECT OF NON-PASSAGE PREVENTION OF OPENING OF NEW SENIOR CITIZEN CENTER

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) \$12,209.16 FROM 1976 REVENUE SHARING

ENCUMBERED

ASSIGNED TO COMMITTEE

EP

*Finance*